

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION

DBE Detailed Plan/SUBCONTRACT REQUEST

PROJECT CODE NO: 03-0708

DBE Firm/Subcontract #: 2

TO:

Rick Stansel

Executive Director Division of Contract Procurement

Bush & Burchett, Inc.

Prime Contractor

FROM:

SUBJECT:

BRZ 1203 (248)

Floyd

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:  
Jones & Bourland, Inc. of Prestonsburg, KY

DBE Employer Identification Numbers: 61-1145835 KY 15409

The amount to be subcontracted by this request is DBE \$5,500.00 or 0.51% of the

(original contract) or a subcontract amount of \$ 1,086,573.18

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount DBE %

None

Big Sandy Guardrail, Inc.

\$40,043.30

3.69%

CONTRACT PROCUREMENT

APPROVAL DATE 12/8/03  
QUALIFIED *[Signature]*

Totals based on original contract amounts

\$45,543.30

4.19%

Contract "Worth"

Amount

40,043.30

3.69%

Contract %

%

3.69%

CONTRACT PROCUREMENT

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number CLP3160823B

with

Bituminous Insurance Cos.

which expires on

March 15, 2004

Name of Insurance Company

Date

Prime Contractor's Signature

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

TC 63-35 DBE  
Rev. 06/11/02

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**DBE Firm**  
**Jones & Bourland, Inc.**

Project Code Number (PCN): 03-0708

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**The Items to be subcontracted are as follows:**

[illegible]

**Comments:**

Page Total \$5,500.00

**\$5,500.00**

**KENTUCKY TRANSPORTATION CABINET**  
**Department of Highways**  
**Division of Construction**

**SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL**

I hereby certify that Jones & Bourland, Inc. of Prestonsburg, KY has  
Subcontracting Company City, State  
a copy of the bid proposal in the Bid Letting Oct. 03 for PCN 03-0708  
Letting Date Project Code No. (PCN)  
Floyd County BRZ 1203(248)  
County Project Number

and will abide by the conditions set forth in said bid proposal.

Linnie J. Bode 12-5-03  
Representative Date

Jones & Bourland, Inc.  
Subcontracting Company

Hereby recognized as an official representative of this Company, with full authority to sign, I understand and am fully aware of the conditions set forth and herein by this statement.

# BUSH & BURCHETT, INC.

A KENTUCKY CORPORATION

P. O. BOX 400  
ALLEN, KY 41601  
(606) 874-9057  
FAX (606) 874-8010

THIS AGREEMENT made this the 6 day of December, 2003 by and between JONES & BOURLAND, INC. of Prestonsburg, Kentucky, HEREINAFTER called the Subcontractor, and BUSH & BURCHETT, INC. of Allen, Kentucky, HEREINAFTER called the Contractor. WITNESSETH: That the Subcontractor and the Contractor for the consideration hereinafter named, agree as follows:

**SECTION I:** The Subcontractor agrees to furnish all labor and materials and perform such work as described in SECTION IV hereof for the construction of *Floyd County, BRZ 1203 (248), PCN 03-0708*, in accordance with the General Specifications and Special Provisions of the Prime Contract between the *Commonwealth of Kentucky, Transportation Cabinet* and Bush & Burchett, Inc. HEREINAFTER called the OWNER and in accordance with the Drawings prepared by the state HEREINAFTER called the Engineers, all of which General Specifications, Drawings, and Special Provisions, signed by Parties hereto or identified by the Engineers, form a part of a contract between the Contractor and the Owner and hereby become a part of this Contract as fully as though attached hereto.

**SECTION II:** The Subcontractor agrees to complete the several portions and the whole of the work as directed by the Contractor so as not to delay the work, bearing in mind that there is a time limit and liquidated damage clause in the General Contract. In the event that liquidated damages are assessed against the contractor and they result in whole or in part from actions or inactions of the Subcontractor, the Subcontractor shall pay an amount of the liquidated damages which is proportional to the delays caused by him. The sequence of the Subcontractor's work, and the speed of the prosecution of his work, will be as directed by the Contractor's Job Superintendent. The Contractor shall not be liable to the Subcontractor for any damages or loss suffered by the Subcontractor which is occasioned and caused by the acts of any other Subcontractor or Third Parties.


**SECTION III:** The Contractor shall pay to the Subcontractor, as full consideration for the work and the furnishing of all labor and material, an amount equal to the unit price of the particular work done, shown and listed in Schedule attached hereto and made a part hereof, multiplied by the number of such work which the OWNER requires to be done and which are done by the Subcontractor, and to be paid as follows: On or about five (5) days after receipt by the Contractor of payments from the OWNER under the General contract for the work embraced herein, the Contractor shall pay to the Subcontractor 100% of the work, as said value is established by the unit prices in Schedule attached to this Agreement, as has been completed to the satisfaction of the OWNER by the Subcontractor up to the date of the last application for payment, less all prior payments. The retained balance will be paid by the Contractor to the Subcontractor within five (5) days after payment of the retainage to the Contractor by the OWNER.

**SECTION IV:** The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

ITEM	CODE	DESCRIPTION	UNIT	APP. QTY	UNIT PRICE	AMOUNT
42	1514	Drop Box Inlet Type 5E	EA	1	\$ 3,000.00	\$ 3,000.00
43	1650	Junction Box	EA	1	\$ 2,500.00	\$ 2,500.00
SUBCONTRACT AMOUNT						\$ 5,500.00

FOR PRIME: 

1 of 4

FOR SUB: 

**SECTION V:** The Contractor and Subcontractor agree to be bound by the terms of the Agreement, the General and Special Provisions, Drawings, and Specifications as far as applicable to this Subcontract, and also by the following provisions:

The Subcontractor agrees: (a) To be bound to the Contractor by the terms of the General Contract between the Owner and Contractor, and the General and Special Provisions, Drawings, and Specifications, and to assume toward the Contractor all the obligations and responsibilities that he, by those documents, assumes toward the OWNER insofar as concerns the subject matter of this Agreement.

The Contractor agrees: (b) To be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Agreement, General and Special Provisions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the OWNER insofar as concerns the subject matter of this Agreement.

**SECTION VI:** The Subcontractor expressly agrees to make and file promptly all requisite reports with Government, State, County, and Municipal Authorities, and pay when due, and accepts exclusive liability for, any tax assessment, or contribution relative to or for old age insurance, unemployment insurance, or social security levied by the Federal, State, or Municipal Government on the salaries or wages of all persons employed by the Subcontractor, or by any Subcontractor, direct or remote, under him; and this obligation shall require the Subcontractor to pay or have paid any sum or sums levied by any Governmental Authority because of use or employment of labor on the work embraced in this Contract either by the Subcontractor, or by any direct or remote Subcontractor, and from the payment of all of which the Subcontractor agrees to protect and save harmless the Contractor. Subcontractor agrees to pay all Municipal, County, State, and Federal Sales and Use Taxes and other taxes as may be required by reason of work done and material furnished under this Agreement, and shall save the Contractor harmless therefrom; Subcontractor further agrees that the cost of all such Sales and Use Taxes and other taxes have been included in this contract price.

**SECTION VII:** The Subcontractor assumes all risk against injury, loss, or damage to labor and/or materials furnished by him until final acceptance by the OWNER of all work embraced in this Contract, and to that end shall carry such insurance as he may deem necessary. Further, the Subcontractor shall continuously maintain adequate protection of all his work from damage until final acceptance and payment, and shall protect the OWNER'S property, the Contractor's property, and any other subcontractor's property from injury arising in connection with this contract, and shall make good any such damage or injury.

Public Liability, Personal Injury and Property Damage Insurance and Workmen's Compensation Insurance shall be carried in amounts as specified by the OWNER or in adequate amounts if not specified by the OWNER and with companies acceptable to the Contractor until the work is finally accepted by the OWNER. Certificates from the insurers shall be furnished to the Contractor, certifying policy number, expiration dates, limits, etc., and shall provide that the policies represented thereon shall neither be canceled, altered or changed until ten (10) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation alteration or change.

From amounts due the Subcontractor under Section III hereof, the Contractor shall and is hereby authorized to deduct any and all amounts advanced to or for the Subcontractor by the Contractor to pay any Subcontractor's payrolls, material bills, and/or equipment bills that the Contractor has been or may hereafter be authorized by the Subcontractor to pay.

**SECTION VIII:** The Subcontractor shall defend, indemnify and save harmless the Contractor from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Subcontractor, his agent or employees, in the execution of the work or in consequence of any negligence or carelessness in guarding the same.

**SECTION IX:** The provisions of this Agreement shall not be binding upon the Contractor unless and until the OWNER has issued a Work Order to the Contractor, under the terms of the present General Contract, above mentioned, between the Contractor and Owner, prior to which time it is agreed that this instrument shall constitute an irrevocable offer by the Subcontractor to the Contractor.

**SECTION X:** This Contract includes all changes, addends, etc., to date; and takes precedence over any and all proposals, correspondence, and oral Agreements made prior to the execution of this Contract, this constituting the entire Agreement between the Parties.

**SECTION XI:** The Subcontractor agrees that it will not sublet any portion of the above work without the written approval of the Contractor; and, further, that on any portion of the above work which is sublet, it will enter into a written subcontract with the person to perform such work in a form satisfactory to the Contractor.

The Subcontractor, not more often than each month or as may be required by the Contractor shall keep the contractor informed as to the status of payment of his labor material, and equipment bills incurred on this project.

**SECTION XII:** The Subcontractor agrees to comply fully with the Fair Labor Standards Act of 1938, the Civil Rights Act of 1964, all applicable Executive Orders and all amendments thereto. The Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, to comply fully with all provisions of law, rules, regulations and orders regarding employment, to furnish all required information and to file all necessary reports.

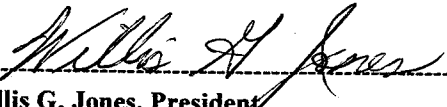
**SECTION XIII:** The Subcontractor hereby agrees he shall comply fully with the Occupational Safety and Health Administration (OSHA) Standards for the Construction Industry, 29 CFR Part 1926 and pertinent General Industry Standards, 29 CFR Part 1910, and all Revisions, Amendments, and/or Updates pertaining thereto and holds the Contractor harmless in accordance with Section VIII of this agreement. Further, by signing this agreement, the Subcontractor certifies that he is in compliance with the Hazard Communication Standards and that he shall take all necessary steps to remain in compliance for the duration of this Agreement.

**SECTION XIV:** The subcontractor agrees to a deduction of all monies earned their pro-rata share of the contractor's payment and performance bonds and dues for Kentucky Association of Highway Contractors.

**SECTION XV:** The said Parties for themselves, their heirs, representatives, successors, and assigns, do hereby agree to the full performance of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and date first above written in two counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

By   
Joe A. Burchett, President  
BUSH & BURCHETT, INC.

By   
Willis G. Jones, President  
JONES & BOURLAND, INC.

**BUSH & BURCHETT, INC.:**

I, Vicki Ward, a Notary Public, hereby certify that the foregoing contract signed and acknowledged by JOE A. BURCHETT, of BUSH AND BURCHETT, INC. to be his act and contract for the purposes therein set forth.

STATE OF KENTUCKY  
COUNTY OF Magothin

Witness my hand and notarial seal of office this 6 day of December 2003.

Vicki Ward  
NOTARY PUBLIC, STATE AT LARGE  
MY COMMISSION EXPIRES: 7-18-05

**JONES & BOURLAND, INC.:**

I, Tammie L. Butcher, a Notary Public, hereby certify that the foregoing contract signed and acknowledged by Willis G. Jones, of JONES & BOURLAND, INC. to be his act and contract for the purposes therein set forth.

STATE OF KENTUCKY  
COUNTY OF Floyd

Witness my hand and notarial seal of office this 5<sup>th</sup> day of December 2003.

Tammie L. Butcher  
NOTARY PUBLIC, STATE AT LARGE  
MY COMMISSION EXPIRES: 4-26-05

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/14/2003
PRODUCER (859)273-1549 FAX (859)272-0075 Progressive Insurance Services, Inc. 205 E. Reynolds Rd. P.O. Box 23420 Lexington, KY 40523		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Jones & Bourland, Inc. PO Box 953 Prestonsburg, KY 41653		INSURERS AFFORDING COVERAGE INSURER A: BITUMINOUS INS COS INSURER B: ATG INSURER C: KY AGC/ AGC SIF INSURER D: INSURER E:
		NAIC #

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. ACCT. / TR. / INSUR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CLP3160823B	03/15/2003	03/15/2004	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP3160822B	03/15/2003	03/15/2004	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	AIG031503	03/15/2003	03/15/2004	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	835	01/01/2003	12/31/2003	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Floyd County Job BRZ1203

## CERTIFICATE HOLDER

## CANCELLATION

Bush & Burchett  
 PO Box 400  
 Allen, KY 41601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jeni Nichols/JENI